

Tract Nos. Ha-O-678; Ha-O-679;
Ha-O-681; Ha-O-683;
Ha-O-AR-148-2

TRANSMISSION LINE AND ACCESS ROAD EASEMENT

The Grantor, LONGVIEW FIBRE COMPANY, a Delaware corporation, recognizing that public necessity requires that the herein-described rights be made available forthwith to Grantee, notwithstanding Grantor's wish to retain same, and desiring to avoid the delays and inconvenience incident to the acquisition of such rights by eminent domain, for and in consideration of the sum of NINETEEN THOUSAND TWO HUNDRED THIRTY DOLLARS (\$19,230.00), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, maintain, repair, rebuild, operate and patrol one line of electric power transmission structures and appurtenant signal lines, including the right to erect such poles, transmission structures, wires, cables and appurtenances as are necessary thereto, in, over, upon and across the parcels of land in the County of Skamania, in the State of Washington, described in Exhibit "A", attached hereto and by this reference made a part hereof; together with the present and future right to clear said right of way and keep the same clear of brush, timber structures, and fire hazards, provided that fire hazards shall not be interpreted to include any growing crops other than trees; and also the present right to top, limb or fell all growing and dead trees and snags (collectively called "danger trees") located on land owned by the Grantor adjacent to the above-described right of way which could fall within 35 feet of any conductor of the electric transmission facilities hereinbefore-described as outlined in green on Drawings Nos. 150448 DFM-D (Parts 1, 2 and 3) and 150449 DFM-D attached hereto and by this reference made a part hereof, marked Exhibit "B"; provided, however, it is agreed that compensation is included in the consideration stated above for trees or snags described in Exhibit "C", attached hereto and by this reference made a part hereof.

The UNITED STATES OF AMERICA shall also have, during the period of transmission line construction, the right to top, limb or fell danger trees outside of said strips (hereinafter called "additional danger trees"), and the UNITED STATES OF AMERICA shall pay the person who is the owner thereof at the date of cutting such additional danger trees the market value prevailing at the date of cutting under authority of the UNITED STATES OF AMERICA, such payment to be made within a reasonable period of time after they have been so cut.

It is understood and agreed that the UNITED STATES OF AMERICA will issue a separate permit to Grantor for the growing of Christmas trees within the transmission line right of way.

The Grantor reserves to itself, its successors and assigns, the right to use said easement for all other lawful purposes not inconsistent with the use of the same by the Grantee, including, but not limited to, the right to use existing roads and the right to construct new roads on, over, along and across the said right of way.

Grantor also hereby grants, bargains, sells, and conveys unto the UNITED STATES OF AMERICA and its assigns, a permanent easement and right of way for the construction, operation, use and maintenance of a road approximately twenty (20) feet in width, on, over, and across the land of the Grantor in portions of the S $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 3, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, except any portion thereof lying within the right of way of the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line, for the following purposes, namely: the right to enter and to clear of timber, danger trees, and brush; to build, cut, fill, level, grade, drain, surface, use, maintain, repair and rebuild a road and such culverts, bridges, turn-outs, retaining walls or other appurtenant structures as may be necessary, on, over, and across the land embraced within said right of way, as shown colored in red on drawings Serial Nos. 150448 DFM-D and 150449 DFM-D, prepared by the United States Department of the Interior, Bonneville Power Administration, attached hereto and by this reference made a part hereof.

The Grantor reserves for itself, its successors, assigns and licensees, the right of ingress and egress over and across said road and the right to pass and repass along and on said road insofar as the same extends across the lands of the Grantor, said right to be exercised in a manner that will not interfere with the use of the road by the UNITED STATES OF AMERICA, its employees, contractors, or assigns.

It is understood and agreed that if said road is damaged by the UNITED STATES OF AMERICA, its employees, contractors, or assigns, the UNITED STATES OF AMERICA, subject to the availability of appropriations, or its assigns, will repair such damage. It is further understood and agreed that the Grantor may erect or maintain fences across said road, provided adequate gates of not less than 16 feet in width are installed, which may be kept locked, provided the UNITED STATES OF AMERICA is also permitted to install its own lock thereon.

Access road No. Ha-O-AR-148-2 may be used for ingress and egress to and from the Bonneville Power Administration's Hanford-Ostrander No. 1 transmission line and to and from any existing or future transmission lines which have been or may be constructed adjacent or nearly adjacent thereto.

The rights granted herein include all necessary and convenient access over, along and across existing roads on premises owned by the Grantor within existing Bonneville Power Administration easements.

1. It is agreed that any damage to Grantor's agricultural crops, fences, or irrigation or drainage systems, on the right of way resulting from and in the course of construction, reconstruction or maintenance of the transmission line or lines will be repaired, replaced or paid for by the United States of America or its contractor. Where payment is made, the amount of damages will be determined by an appraisal made by the United States of America.

2. The United States of America shall have the right to grade, cultivate, plant and maintain grass, shrubs, or other cover or ornamental plants upon the portion of the right of way not otherwise being utilized by Grantor.

3. For the purpose of preserving the natural appearance of the right of way, it is agreed by the Grantor and the United States of America that the right of way shall not be used for the accumulation or dumping of litter, trash or other foreign material. The United States of America agrees that any such accumulations resulting from its entry upon the right of way for construction or maintenance purposes will be removed or disposed of by the United States of America or its contractor.

As part of the consideration for this grant it is agreed that the foregoing provisions numbered 1, 2 and 3, shall hereinafter also apply to the previously existing right of way on Grantor's property described in the easement dated May 16, 1963, recorded in Book 51, page 323, File No. 61584, and in Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's File No. 26971, records of Shumana County, Washington.

TO HAVE AND TO HOLD said easement over the said tracts of land unto the UNITED STATES OF AMERICA, or its assigns, for electric power operations. The said tract shall automatically revert to the Grantor or its successors or assigns within six months of receipt of notice from the United States of America or its assigns that the easement over the said tracts of land is no longer being used for electric power operations. Upon request said notice given by the United States of America or its assigns will be in the form of a recordable instrument. The United States or its assigns may at its election remove any salvageable material from said tracts within six months after notice of non-use for electric power operations has been given to the Grantor or its assigns.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush, timber or structures existing upon the rights of way on the date hereof, and the title to all present danger trees shall vest in the UNITED STATES OF AMERICA on said date; and that title to any additional danger trees shall vest in the UNITED STATES OF AMERICA upon

their being cut pursuant to the terms hereof; and that the consideration stated herein is accepted by the Grantor as full compensation for all damages incidental to the exercise of said easement and danger tree rights, except payment for any additional danger trees as defined hereinabove which may be cut under authority of the UNITED STATES OF AMERICA as herein provided.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever, other than the specific possessory rights hereinabove retained by Grantor for itself and its successors and assigns.

IN WITNESS WHEREOF, LONGVIEW FIERE COMPANY has caused this instrument to be signed by its proper officers and its corporate seal to be hereunto affixed this 2nd day of September, 1972.



LONGVIEW FIERE COMPANY

R. P. Wollenberg
By _____
President

E. E. Schwartz

Secretary

STATE OF Washington } ss:
COUNTY OF Cowlitz }

On this 2nd day of September, 1972, before me personally appeared R. P. Wollenberg and E. E. Schwartz, to me known to be the President and Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed in the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

Louie G. Ryford
Notary Public in and for the
State of Washington
Residing at Kelso

My commission expires: 1/21/73



After recording,

Return to
BENNETT POWER ADMINISTRATION
BRANCH OF LAND
P. O. BOX 2821
VENTNARD, OREGON 97266



EXHIBIT "A"

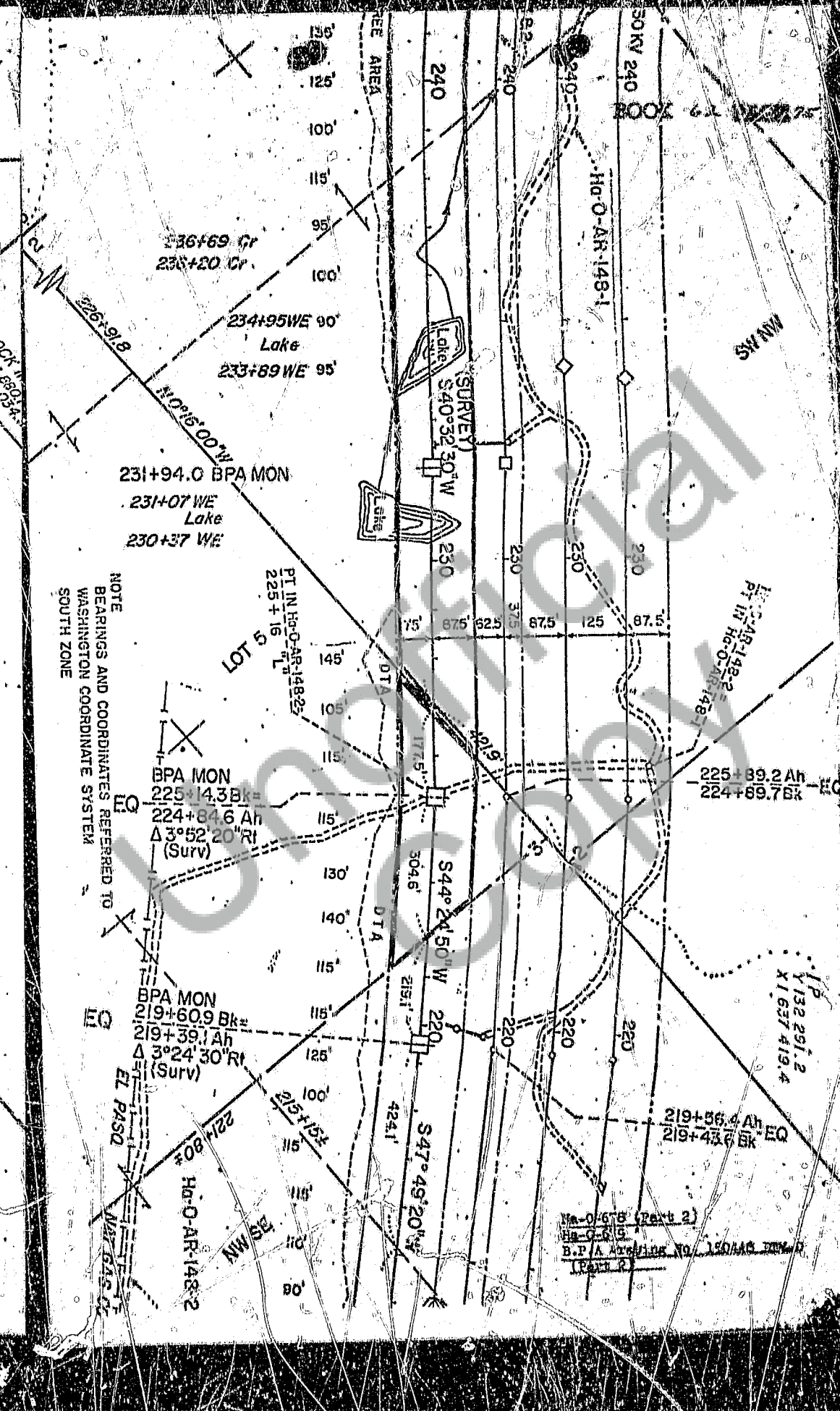
That portion of a strip of land 175 feet in width which lies within the following:

That portion of the Felix G. Inman Donation Land Claim No. 44 and Government Lot 2 of Section 2, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, lying northwesterly of the existing 300-foot right of way of the Bonneville Power Administration's Bonneville-Coulee Nos. 1 and 2 transmission lines, as shown in Judgment on a Declaration of Taking in the District Court of the United States for the Western District of Washington, Southern Division, Civil Cause No. 34 in said Court, recorded on February 6, 1939, under Auditor's File No. 26971, records of said County.

Also that portion of a strip of land 162.5 feet in width which lies within the following:

The NW $\frac{1}{4}$ of said Section 2, Government Lot 5, the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, said Township and Range, lying northwesterly of said 300-foot right of way.

Said strips of land lie on the northwesterly side of, run parallel with and adjoin the existing Bonneville Power Administration's Stevenson Tap to Bonneville-Alcoa Nos. 1 and 2 transmission lines, said right of way being described in that certain easement deed dated May 16, 1963, recorded in Book 52, page 323, File No. 61534, Deed records of said County;



RFA MON
225+14.3 Bk=

224+84.6 Ah
Δ 3°52'20" Rt
(Surv)

RFA MON
219+60.9 Bk=

219+39.1 Ah
Δ 3°24'10" Rt
(Surv)

225+89.2 Ah - EQ
224+89.7 Bk

219+56.4 Ah EQ
219+43.6 Bk

212+70 Lake Edge

210+71 WE

209+63 WE

207+47

207+47

207+47

FOR CONTINUATION SEE
DWG 150448 DTM-D

HORIZONTAL SCALE 1"=200'

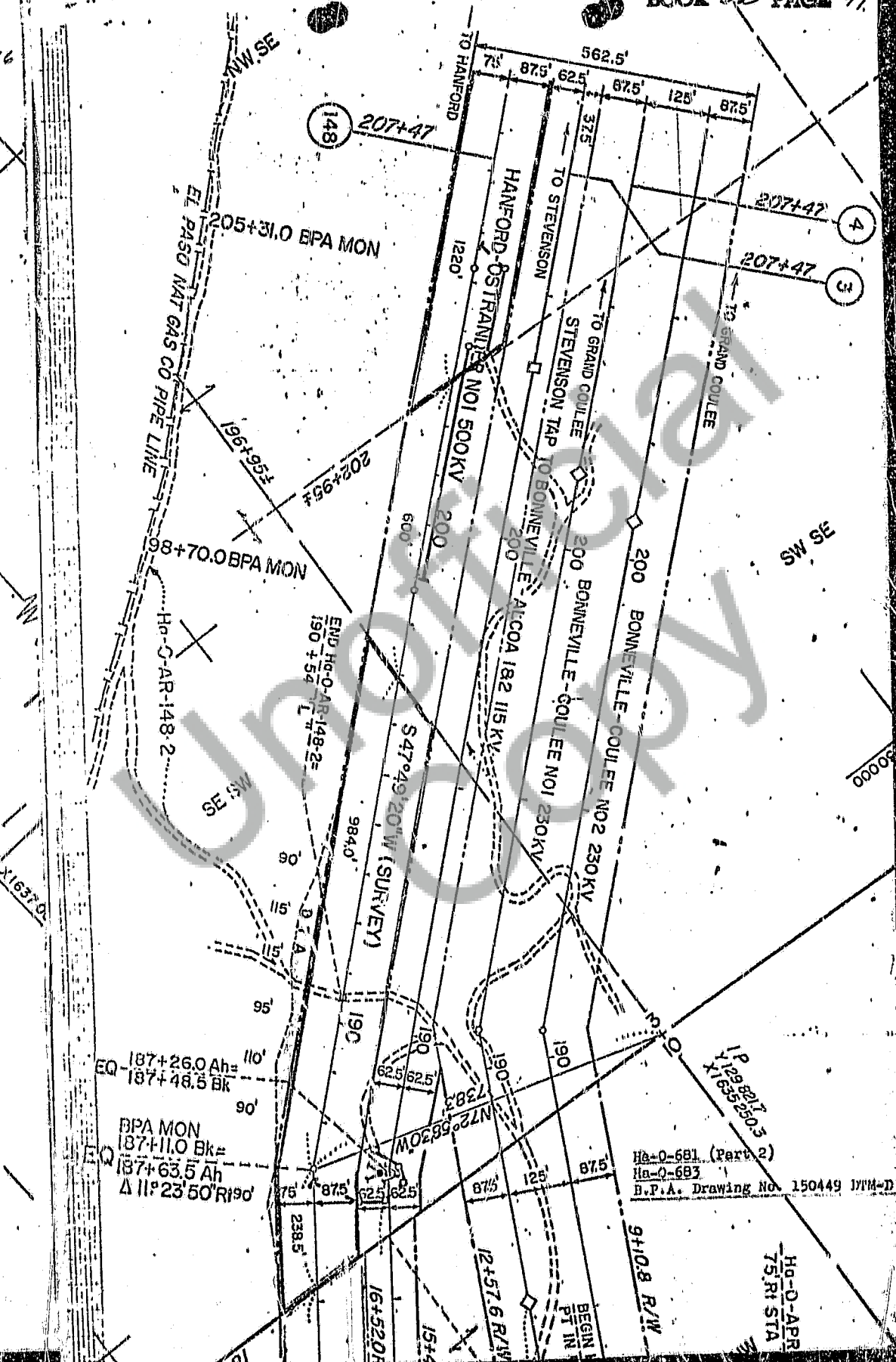
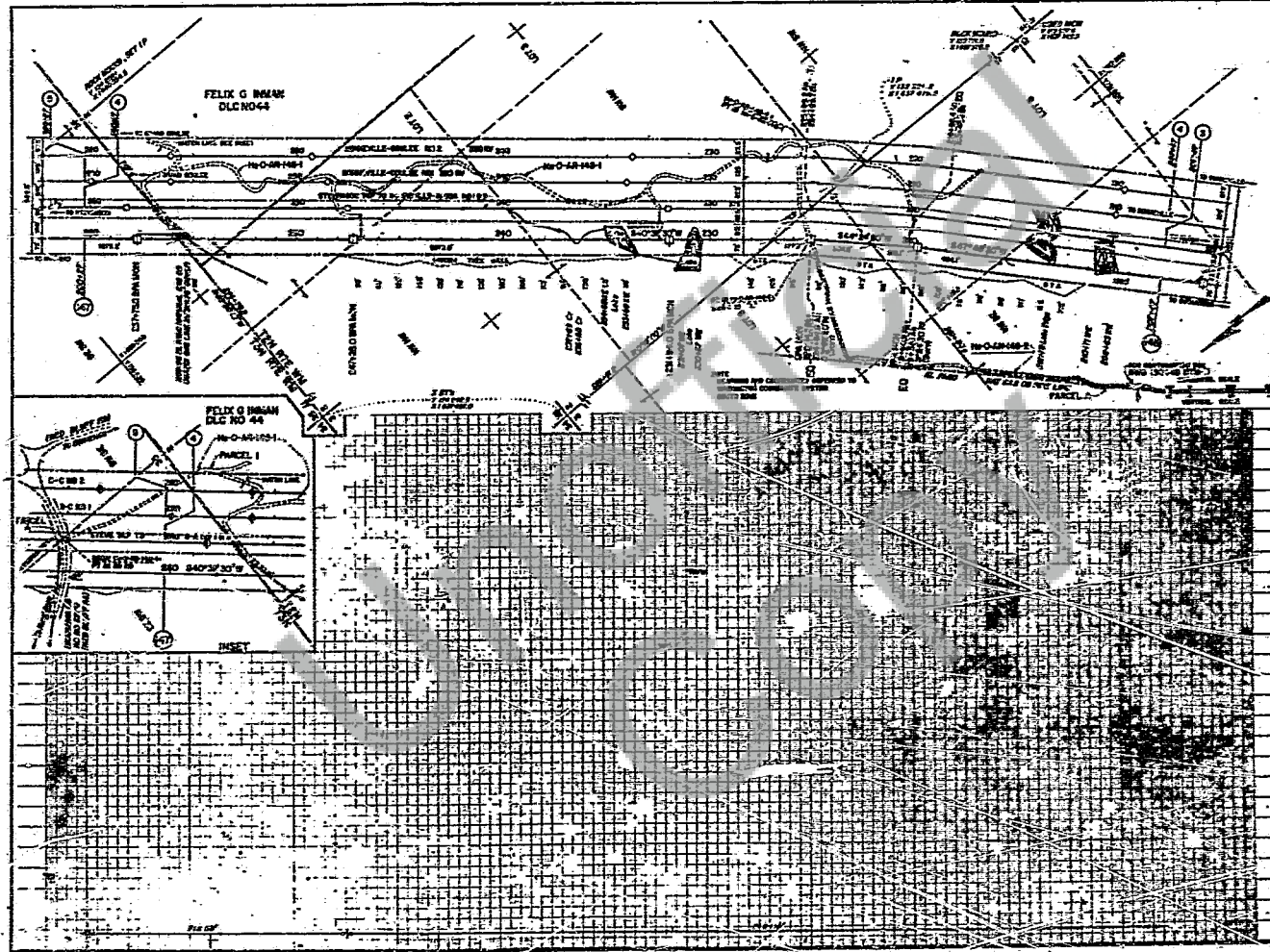


EXHIBIT A

<u>No.</u>	<u>Species</u>	<u>DBH</u>	<u>Side of R/W</u>	<u>Distance from Survey line</u>	<u>Survey Station</u>
1	Douglas Fir	18-inch	Northwesterly	90 feet	Opp. SS 254+90
1	Douglas Fir	40-inch	Northwesterly	120 feet	Opp. SS 211+50
1-	Douglas Fir	32-inch	Northwesterly	80 feet	Opp. SS 209+63
1	Douglas Fir	16-inch	Northwesterly	100 feet	Opp. SS 208+10
1	Douglas Fir	20-inch	Northwesterly	103 feet	Opp. SS 208+05
1	Douglas Fir	20-inch	Northwesterly	115 feet	Opp. SS 208+00
1	Douglas Fir	34-inch	Northwesterly	125 feet	Opp. SS 207+15
1	Douglas Fir	26-inch	Northwesterly	80 feet	Opp. SS 186+00

[illegible]

ADDRESS THE LEADER

540

THE UNIVERSITY OF CHICAGO

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